

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**In re: WANDA I. PEREZ-ARJONA**

**Debtor**

**Wilmington Savings Fund Society**

**Movant**

**v.**

**Wanda I. Perez-Arjona**

**Respondent**

**BANKRUPTCY CASE**

**NO.: 18-12382**

**CHAPTER 13**

**STIPULATION AND SETTLEMENT REGARDING MOTION FOR RELIEF FROM  
THE AUTOMATIC STAY**

THIS STIPULATION is made this \_\_\_\_ day of June, 2019, by and between Wilmington Savings Fund Society ("Movant") and Wanda I. Perez-Arjona ("Debtor").

WHEREAS, on or March 26, 2008, Beneficial Bank made available to Debtor and Javier Arjona the principal sum of \$344,000.00 with interest in accordance with the terms and conditions of a certain Promissory Note dated the same date executed by Debtor and Javier Arjona in favor of Beneficial Bank (the "Note").

WHEREAS, in order to secure repayment of the obligations set forth in the Note, Debtor and Javier Arjona executed and delivered to Beneficial Bank a mortgage on certain real property located in Bensalem, Pennsylvania (the "Mortgage"). Said property is more particularly described as 2468 Elfret's Alley, Bensalem, PA 19020 (the "Property"). The Mortgage was recorded on April 11, 2008 with the Bucks County Recorder of Deeds at Book 5761, Page 1680.

WHEREAS, Debtor is in default of her obligations under the Note.

WHEREAS, Movant is the successor by merger to Beneficial Bank.

WHEREAS, as a result of said post-petition defaults under the Note, Movant has filed a Motion for Stay Relief (the "Motion").

WHEREAS, the total post-petition sum now due is \$18,687.76, consisting of six monthly payments from January 1, 2019 through June 1, 2019 totaling \$17,306.76 and \$1,381.00 in attorney's fees and costs (the "Arrearage").


WHEREAS, Debtor has agreed to bring the Note current post-petition as provided below.

NOW, THEREFORE, with the foregoing background being incorporated by reference, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Debtor shall make nine monthly payments of \$2,076.42 on the fifteenth day of each month toward the Arrearage, starting with the June 15, 2019 payment through and including the February 15, 2020 payment.
2. Debtors shall make the regular monthly payments due under the Note as and when they become due. The Arrearage payments as outlined above are separate and in addition to all regular monthly payments.
3. Except as provided herein, nothing herein is intended to alter or modify the Note or the other related loan documents in any way, and they shall all remain in full force and effect.
4. If Debtor fails to timely make any payment due hereunder or under the Note, Movant may file a Certification of Default with the Court, after five days written notice to Debtor's counsel, and Debtor consents to the entry of a Stay Relief Order in the form attached to the Motion upon the filing of such Certification. Debtor is entitled to only two such notices.

**WEBER GALLAGHER SIMPSON  
STAPLETON FIRES & NEWBY, LLP**

/s/ Peter E. Meltzer  
PETER E. MELTZER, ESQUIRE  
Weber Gallagher  
Attorneys for Movant

  
BRAD J. SADEK, ESQUIRE  
Attorney for Debtor

APPROVED AND "SO ORDERED" THIS \_\_\_\_\_ DAY OF JUNE, 2019.

\_\_\_\_\_  
MAGDELINE D. COLEMAN, U.S.B.J.